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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

SHAUN JERMAINE ESTES,

Plaintiff(s),

vs.

AMTRAK POLICE DETECTIVE  
MADHU KURUP,

Defendant(s).

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Case No. 3:16-cv-00272-MMD-WGC

**ORDER APPROVING PROPOSED  
CONFIDENTIALITY  
AGREEMENT AND  
STIPULATION FOR ENTRY OF  
A QUALIFIED PROTECTIVE  
ORDER**

The undersigned agree as follows:

1. During the course of this litigation, a party may produce or disclose documents, materials, and information (collectively, "Information") which are confidential, proprietary, trade secret, competitively sensitive, and/or contain personal information, including personal health information as contemplated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Similarly, such Information may be disclosed by

1 written discovery, deposition testimony (to the extent taken), or in other filings with the  
2 Court. Accordingly, the parties submit this Confidentiality Agreement and Stipulation for  
3 Entry of a Qualified Protective Order (the "Order") for the approval and enforcement of the  
4 Court and hereby agree as follows:  
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7 2. All Information produced in this litigation and designated as "Confidential" as  
8 provided below shall be used solely for the purpose of this litigation, and will not be used or  
9 disclosed outside the context of this litigation. Any person receiving such Information  
10 designated as Confidential shall restrict its disclosure to persons authorized to receive the  
11 Information designated as "Confidential" pursuant to this Order. A Confidential designation  
12 is applicable to all copies and reproductions of any Information. Nothing herein shall be  
13 deemed to restrict the right of the producing party to use its own Information that it has  
14 designated as Confidential as it chooses. Nothing in this Order requires either party to  
15 produce Information the party believes is privileged or otherwise non-discoverable. By  
16 entering into this Order, the parties do not waive any right to object to any discovery request,  
17 to the admission of evidence on any ground, to seek further protective order, or to seek relief  
18 from the Court from any provision of this Order.  
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23 3. Definition of Confidential Information: A producing party may designate as  
24 Confidential such Information which the producing party believes in good faith constitutes,  
25 contains, or reflects personal health information, financial information about a party or other  
26 person, personnel information, proprietary, trade secret, and/or competitively sensitive  
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1 business information, or other information that is not generally known to the public.  
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3 4. Designating Information as Confidential: All or any part of a document, item,  
4 testimony, or other Information disclosed, produced, or filed in this litigation may be  
5 designated as Confidential by marking the word "Confidential" on the face of the original of  
6 the document and each page so designated, or on the face of the photocopy of the  
7 document, and on the photocopies of each page so designated, except as to documents  
8 containing more than twenty-five (25) pages, in which case marking the top page as  
9 Confidential will suffice. Oral testimony may be designated as Confidential during the  
10 deposition or proceeding, with reasonable precision as to the affected testimony, or within  
11 seven (7) business days after receipt of the transcript of such deposition or proceeding by  
12 sending written notice designating, by page and line, the portions of the transcript of the  
13 deposition or other testimony to be treated as Confidential. All or any part of responses to  
14 interrogatories or to requests for admission or for production of documents may be  
15 designated as Confidential on the face of the response and each page so designated.  
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18 In addition to the foregoing, the parties agree that any personal health information obtained  
19 pursuant to a medical release, whether such release is executed by a party to this litigation or  
20 by a third party, shall be automatically designated Confidential. After any such personal  
21 health information is obtained pursuant to a medical release, the parties shall mark the word  
22 "Confidential" on the face of the original of the document and each page so designated, or  
23 on the face of the photocopy of the document, and on the photocopies of each page so  
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1 designated, except as to documents containing more than twenty-five (25) pages, in which  
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3 case marking the top page as Confidential will suffice.

4 5. Challenging a Designation: Either party may challenge at any time the propriety  
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6 of a designation of Information as Confidential. Before seeking relief from the Court, the  
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8 parties shall attempt to resolve the dispute informally and in good faith. If the parties are  
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10 unable to resolve such dispute, it shall be submitted to the Court. The Information shall be  
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12 treated as Confidential pending resolution of the challenge.

13 6. No Implied Acknowledgement of Confidentiality: Compliance with the terms  
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15 of this Order, production or receipt of Information designated Confidential, and/or allowing  
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17 Information to be designated Confidential shall not in any way operate as an admission that  
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19 any particular Information is Confidential. Failure to challenge the designation of  
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21 Information as Confidential does not preclude a subsequent challenge. The designation of  
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23 Information as Confidential does not create a presumption in favor of or against that  
24  
25 designation.

26 7. Access to Information Designated Confidential: Access to Information  
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28 designated Confidential is restricted to the following persons:

- 23 (a) Counsel of record for the respective parties, including office associates,  
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25 paralegals, stenographic and clerical employees;
- 26 (b) The parties to this action and their representatives, including in-house counsel;
- 27 (c) Experts or consultants (including their employees, associates, and/or support  
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1 staff) who are employed, retained or otherwise consulted by counsel or a party for the  
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3 purpose of analyzing data, conducting studies, or providing opinions to assist in any  
4 way in the litigation. Information designated Confidential that is accessed by experts  
5 or consultants shall be limited to documents that the experts or consultants reasonably  
6 need to review in their roles as experts or consultants;  
7

8 (d) Electronic imaging and/or computer litigation support personnel retained by  
9 one or more of the parties in this litigation or by the parties' counsel;  
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11 (e) The Court and its personnel, including clerks and stenographic reporters who  
12 record deposition of other testimony in this litigation;  
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14 (f) Outside photocopying services, graphic production services, or litigation  
15 support services employed by the parties or their counsel to assist in this litigation, and  
16 computer personnel performing duties in relation to a computerized litigation system;  
17 and  
18

19 (g) Any other person to whom the producing party agrees in writing.  
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21 Counsel shall inform each person to whom they disclose or give access to the other  
22 party's Information designated Confidential of the terms of this Order, as well as the  
23 obligation to comply with its terms.  
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25 8. Depositions: To the extent depositions occur in this litigation, persons may be  
26 deposed regarding Information of which they have knowledge which have been designated  
27 Confidential. Any court reporter who transcribes testimony in this action at a deposition  
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1 shall be made aware, that all testimony containing Confidential Information is and shall  
2 remain Confidential and shall not be disclosed except as provided in this Order and that  
3 copies of any transcript, reporter's notes or any other transcription records of any such  
4 testimony will be retained in absolute confidentiality and safekeeping by such shorthand  
5 reporter or delivered to attorneys of record.  
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8 9. Previously Produced Information: This Order does not affect the right of the  
9 parties to designate as Confidential any Information which has been produced prior to the  
10 entry of this Order. Any disclosure of such Information prior to its designation as  
11 Confidential shall not be deemed a violation of this Order. This Order shall not prejudice  
12 the right of the parties to designate as Confidential the Information a party has inadvertently  
13 produced without the sought designation.  
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16 10. Filing Documents Under Seal: Unless otherwise permitted by statute, rule or  
17 prior court order, papers filed with the court under seal shall be accompanied by a  
18 contemporaneous motion for leave to file those documents under seal, and shall be filed  
19 consistent with the court's electronic filing procedures in accordance with Local Rule IA  
20 10-5. Notwithstanding any agreement among the parties, the party seeking to file a paper  
21 under seal bears the burden of overcoming the presumption in favor of public access to  
22 papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d 1172 (9th Cir. 2006);  
23 *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2010). In the event the Court  
24 refuses to allow the filing under seal of such Information designated as Confidential, a party  
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1 shall still be permitted to file such Information, but it will continue to be treated as  
2 Confidential in all other respects.  
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4 11. Conclusion of Proceedings: Within thirty (30) days following termination of  
5 this litigation by final judgment, settlement or otherwise (including any appeals):  
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7 (a) All Information subject to the provisions of this Order shall be destroyed or delivered  
8 to counsel of the producing party or the Third Party that produced the documents.  
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10 (b) To the extent any Information designated Confidential is destroyed, counsel for the  
11 destroying party shall so represent in writing to counsel for the producing party.  
12

13 (c) As to Information filed under seal, the producing party shall be obligated to retrieve  
14 those documents from the Court and the other party will support any motion to this effect.  
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16 12. Jurisdiction and Enforcement: Any person to whom Information designated  
17 Confidential is disclosed shall be subject to the jurisdiction of the Court for purposes of  
18 determining, assuring, and adjudging such person's compliance with this Order. This  
19 jurisdiction shall survive the termination of this litigation. Any party or person subject to this  
20 Order who violates its provisions shall be liable for damages for any injuries or loss suffered  
21 by the producing party as a result of such violation.  
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23 13. This Order and the agreement embodied herein shall survive the termination of  
24 this litigation and continue in full force and effect.  
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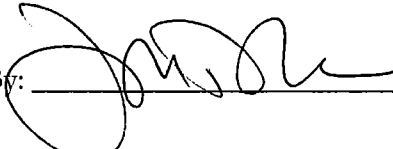
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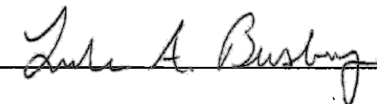
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2 IT IS SO STIPULATED.  
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5 By:  Dated: 8/30/2016  
6

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14 By:  Dated: Aug 31, 2016  
15

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22 Attorney for the Plaintiff

23 **ORDER**

24 Paragraph 10 is modified to reflect that any motion to file documents under seal  
25 must also comply with *Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092  
(2016).

26 Paragraph 12, lines 18-19, is modified to reflect the statement regarding  
27 jurisdiction surviving "the termination of this litigation" is stricken. Only in very unusual  
28 circumstances will the court continue jurisdiction over a dismissed case.

**IT IS SO ORDERED.**

  
UNITED STATES MAGISTRATE JUDGE

DATED: September 1, 2016.